been a waiver of notice. *Held*: a consent by the indorser to an extension of the time of payment is an implied waiver of notice. *First Nat. Bank of Henderson* v. *Johnson* (N. C. 1915) 86 S.E. 360.

The Negotiable Instrument Law provides: "Notice of dishonor may be waived either before the time of giving notice has arrived or after the omission to give due notice, and the waiver may be express or implied." An implied waiver is considered to exist when the indorser has given the holder to understand that such a waiver was intended and that he was not expected to give notice. DANIEL, NEG. INST., (5th ed.) §1103. The dissenting judge in the instant case argued that, applying such a test, the conclusion should be that the indorser agreed only to an extension of the time of payment and to a waiver of "notice of such extension of time" as expressly stipulated in the contract; that as the holder and not the indorser could know the date when the extended period has ended, the reason was all the stronger for requiring notice to be given him that he might take steps for his own security. The argument would seem to be reasonable but the decisions do not sustain it. A few old cases only might be cited in its support. *Michand* v. *Lagrade,* 4 Minn. 21; *Norton* v. *Lewis,* 2 Conn. 478; *Cayuga Bank* v. *Dill,* 5 Hill 403. An extended list of authorities, on the other hand, confirms the majority opinion, which is based upon the theory that when an indorser agrees to an extension of the time of payment of a promissory note, that agreement converts his contingent liability of indorser into the absolute liability of the guarantor, and that no notice is therefore necessary. *Hudson* v. *Wolcott,* 39 Oh. St. 618: and the cases in the note on p. 641 of 33 L. R. A. (N. S.)

CARRIERS—LIABILITY OF INTERMEDIATE CARRIER FOR DELAY IN TRANSPORTATION.—Cattle were shipped under a through bill of lading from Montana to Chicago via St. Paul, where they were unloaded by the initial carrier and reloaded by defendant into its cars, bills of lading from St. Paul to Chicago being then issued by the defendant company from the original bill. Damage resulted from delay on the lines of a succeeding carrier, to whom the cattle were delivered by the defendant, and plaintiff contended that defendant was liable for such damage, on the ground that by issuing a new bill of lading, the defendant had become an "initial" carrier within the meaning of the CARMACK AMENDMENT, and was therefore liable for the default of any subsequent connecting carrier in the chain of transportation an intermediate carrier cannot be sued for a delay in transportation of an interstate shipment, where the delay was not caused on its lines, regardless of whether or not it had issued a bill of lading. *Hudson* v. *Chi. St. P., M. & O. Ry. Co.,* 226 Fed. 38.

Before the CARMACK AMENDMENT, the obligation of an intermediate carrier, arising out of the implied contract springing from the receipt of the goods, extended no further than to safe carriage over its own lines and seasonable delivery to the succeeding carrier. *Illinois C. R. Co.* v. *Curry,* 127 Ky. 643; *G. R. & I. R. Co.* v. *Diether,* 10 Ind. App. 206; *Deming* v. *Norfolk & W. R. Co.,* 21 Fed. 25; *Breston* v. *Pa. R. Co.,* 116 Fed. 235. An

intermediate carrier was, however, liable for any loss or damage occurring on its own lines and also for loss or damage occurring upon any subsequent line, if its own negligence or breach of contract was the proximate cause of the loss or damage. *Ill. C. R.* v. *Foulks,* 191 Ill. 57, *St. L. I. M. & S. R. Co.* v. *White,* (Tex. Civ App 1907), 103 S. W. 673. But the intermediate carrier was not liable for damages occurring before the goods were delivered to it. *Gulf C. & S. F. Ry.* v. *Cunningham,* 51 Tex. Civ. App. 368, 113 S. W. 767, nor for damages caused by acts of subsequent carriers. *Ill. C. R. R.* v. *Curry,* supra. An intermediate carrier could, however, by special contract assume liability for loss occurring on subsequent lines. *Tex. & Pa. Ry. v. McCartley,* 29 Tex. Civ. App. 616. *Burnside etc. Ry.* v. *Tupman,* 24 Ky. Law Rep. 2052. The CARMACK AMENDMENT has changed these former rules somewhat. Under this amendment a carrier receiving property for interstate shipment is made liable for loss anywhere en route, and may not contract against such liability. *Atlantic Coast Line Co.* v. *Riverside Mills,* 168 Fed. 990; *Louisville & N. R. Co.* v. *Scott,* 219 U. S. 209. And failure to issue a bill of lading as required by the amendment, does not release it from liability. *International Watch Co.* v. *Delaware L. & W. R. Co.,* 80 N. J. L. 553, 78 Atl. 49. Although the initial carrier is liable and may be sued, the shipper may nevertheless bring his action against the connecting carrier responsible for the loss. *Louisville S. E. Ry. Co.* v. *Ray,* (Tex. Civ. App. 1910) 127 S. W. 281. But whether an intermediate carrier is liable under the CARMACK AMENDMENT for losses not occurring upon its own lines, nor through its fault, was not definitely settled until the present case. It has been assumed that the shipper can sue the initial carrier alone, or any of the connecting carriers, or all jointly. *A. T. & S. F. Ry.* v. *Boyce,* 171 S. W. 1094. The court in *Eastern Ry. Co.* v. *Montgomery,* (Tex. Civ. App. 1911) 139 S. W. 885, held that the intermediate carrier was not liable, basing their decision on the want of a partnership agreement between the several connecting carriers. In *Looney* v. *Ore. Ry.,* 192 Ill. App. 273, an intermediate carrier was held liable for losses occurring upon the lines of a subsequent connecting carrier, where the intermediate carrier had issued new bills of lading, the court holding that the intermediate carrier by issuing these bills of lading became an "initial" carrier within the meaning of the CARMACK AMENDMENT. This principal case supports the rule in the *Montgomery* case, although not upon the same reasoning, and declines to follow the *Looney* case. The case is interesting and extreme because the defendant carrier sued, is as a matter of fact—though it is not so stated in the opinion—a part of the Northwestern Railway System, of which the succeeding carrier is also a part.

CARRIERS—WAIVER OF STIPULATION FOR WRITTEN NOTICE OF CLAIM.—A bill of lading covering a shipment of cattle stipulated that, as a condition precedent to any recovery of damages, written notice of any loss or injury should be given to the carrier's agent before the cattle were removed from the car or intermingled with other cattle; and further that no agent of the company had the authority to vary the terms of the con-